



Disadvantaged Communities Green Tariff Request for Offers

Launch: Monday, November 17, 2025

Offers Due: Monday, January 30, 2025

RFO Website: <https://www.peninsulacleanenergy.com/solicitations/disadvantaged-communities-green-tariff-request-for-offers/>

Peninsula Clean Energy Authority, a community choice energy aggregator, is San Mateo County's and the City of Los Banos' official electricity provider and currently provides electricity service to approximately 310,000 customer accounts.

Learn more at <https://www.peninsulacleanenergy.com/>

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1. Request for Offers Overview

On June 21, 2018, the California Public Utilities Commission (CPUC) approved D.18-06-027 *Alternate Decision Adopting Alternatives to Promote Solar Distributed Generation in Disadvantaged Communities* adopting new programs to promote the installation of renewable generation among residential customers in disadvantaged communities (DAC) as directed by the California Legislature in Assembly Bill (AB) 327.¹ Pursuant to D.18-06-027, Community Choice Aggregators (CCAs) may develop and implement their own DAC Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT) programs.

On November 22, 2021, PCE issued its first DAC-GT RFO, which closed on January 31, 2022, with PCE entering into a 20-year Power Purchase Agreement for a 3MW solar resource named Dos Palos Clean Power. Dos Palos Clean Power began generating and serving PCE customers in Q2 2025. In accordance with Resolution E-4999, PCE also contracts with an interim Renewables Portfolio Standard resource to satisfy our allocated program capacity total of 6MW. PCE is issuing this solicitation for 3MW to replace the interim resource contract.

On May 30, 2024, the Commission issued D.24-05-065, *Decision Modifying Green Access Program Tariffs and Adopting a Community Renewable Energy Program*, which modified the DAC-GT program and ended the CSGT program. D.24-05-065 modified the following DAC-GT program rules and requirements that are relevant for this RFO:

1. Peninsula Clean Energy Authority (PCE) is authorized to procure an additional 3.0 MW for its DAC-GT program;²
2. PCE can solicit energy storage systems in combination with a solar system;
3. The geographic boundary for eligible projects is expanded. Projects must be located no more than five miles from any DAC-GT eligible community.² The DAC-GT eligible communities are described in more detail below;
4. DAC-GT solicitations are decreased to a minimum of once a year;
5. Bids submitted under this RFO must meet the new cost containment cap established by Resolution E-5367.³
6. Green-e certification is no longer required.

Any Power Purchase Agreement (PPA) which results from this Request for Offers (RFO) will be subject to PCE Board of Directors (Board) and CPUC approval. For those projects that receive PCE Board of Directors approval and an executed PPA, PCE will submit the executed PPA to the CPUC for approval within 180 days of bidder's receipt of shortlist notification.

About Peninsula Clean Energy

Peninsula Clean Energy is the not-for-profit, locally-led electricity provider for San Mateo County and the City of Los Banos. Our mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions. The agency serves over 310,000 customers by providing more than 3,500 gigawatt hours annually of electricity that is 100% carbon-free.

¹ AB 327 (Perea) Sec. 2827.1(b)1

² D.24-05-065, p.132.

³ Resolution E-5367, <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M573/K651/573651581.PDF>

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Since Peninsula Clean Energy launched in October 2016, customers have saved nearly \$200 million off their utility bills. The agency has earned investment grade credit ratings from Moody's and S&P. For more information on Peninsula Clean Energy, please go to www.peninsulacleanenergy.com.

Acknowledgment of Terms

By participating in this RFO process, a bidder acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFO instructions, including all attachments. PCE reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, PCE may, at its sole discretion and without notice, modify, suspend, or terminate the RFO without liability to any organization or individual. The RFO does not constitute an offer to buy or create an obligation for PCE to enter into an agreement with any party, and PCE shall not be bound by the terms of any offer until it has entered into a fully executed agreement.

2. Project Eligibility

Offers must meet the following eligibility requirements:

DAC-GT Project Eligibility

- The Project must be a new solar photovoltaic (PV), or solar plus energy storage, Renewable Portfolio Standard (RPS)-eligible, in-front-of-the-meter generating facility.
- The Project must be physically located in, and connecting electrically to a circuit or substation within, Pacific Gas and Electric Company's (PG&E) service territory.
- The project must be located within an eligible DAC as further explained below.
- Behind-the-meter projects, non-renewable technologies, and other complementary technologies, are not eligible.
- The Project must have a target COD date no later than December 31, 2028. Earlier online dates are preferred.
- The Project must have a demonstrably viable path to successful interconnection with the relevant authority (California Independent System Operator (CAISO) or PG&E).
- The Project must qualify as a DAC-GT Project pursuant to [D.18-06-027](#), [D.24-05-065](#), [Resolution E-5124](#), [Resolution E-4999](#) and [Resolution E-5367](#).

While not a requirement, Peninsula Clean Energy prefers DAC-GT projects to include co-located energy storage and be sited in San Mateo County or Merced County, CA.

DAC Locational Requirements

The CPUC has defined an eligible DAC as census tracts that either: (1) score at or above the 75th percentile (i.e., scoring in the top 25 percent statewide) in the current California Environmental Protection Agency’s (CalEPA) CalEnviroScreen (CES) 4.0 tool on a statewide basis, or (2) are one of the census tracts that score in the highest five percent of CES’ pollution burden, but that do not have an overall score.

The CalEPA has created an [online map](#) that displays the CES results. There are multiple ways to identify eligible DACs for the DAC-GT program:

1. Via Data List (Spreadsheet). Visit the [CalEPA DAC website](#), download the List of Disadvantaged Communities Excel file, and filter the data set; or
2. Search by Address. On the CalEnviroScreen map, in the “Find address or place” field, input the address and determine the color coding alongside the map’s Legend.

DAC-GT projects can be sited within an eligible DAC in PG&E service territory or within five miles of an eligible DAC census tract.

3. RFO Timeline and Process

Timeline

The following is the expected timeline for the full RFO and awards process:

| Date | Item |
|-----------------------------------|--|
| November 17, 2025 | RFO Issuance and Q&A open |
| January 7, 2026 | Deadline to submit RFO questions |
| January 14, 2026 | Final Q&A addendum posted to RFO website |
| January 30, 2026 | Deadline to submit RFO proposals |
| February 27, 2026 | Bidders notified of shortlist status |
| March – July 2026 | Evaluations of, and negotiations with, shortlisted Bidders, awards, and PCE Board approval |
| August 27, 2026 | Latest date for PCE to submit executed PPA(s) to CPUC for approval (180 days after notification of shortlisted bidder) |

Communications

All RFO documents, announcements, Q&As, and updates are available at the RFO website at

<https://www.peninsulacleanenergy.com/solicitations/disadvantaged-communities-green-tariff-request-for-offers/>

Bidders can email DAC-GT@peninsulacleanenergy.com with questions.

Submission and Posting of Q&A

Bidders are encouraged to submit questions concerning the RFO. Please submit questions as early as possible, and not later than January 7, 2026, with subject: "DAC-GT RFO Question – [Bidder Name]"

Peninsula Clean Energy intends to post all questions and answers to the RFO website January 14, 2026. All addenda shall become part of this RFO. All questions will be posted anonymously to shield the identity of bidders who posed the questions.

Bid Submittal

Offers must include the required documents described below and must be submitted by January 30, 2026. All proposals must meet the requirements of the RFO to be considered. However, PCE reserves the right to waive any deficiency of an offer.

Shortlist Selection Process

Peninsula Clean Energy will evaluate all offers per the evaluation criteria described below. Short-listed bidders will be required to provide additional documentation within two weeks of notification of short-listing as further described in section 7 below. Peninsula Clean Energy will only negotiate contracts with short- listed bidders. Peninsula Clean Energy may execute contracts with selected bidders at any time during the negotiation phase or may choose to execute none at all. Note that shortlisted bidders may be required to agree to an exclusivity agreement during the short-listing and negotiation period. A template will be posted on the RFO website but is only required for those bidders selected for short-listing.

Selection and Public Disclosure

Contracts with projects selected by Peninsula Clean Energy must be approved by the PCE Board at a public meeting prior to execution. See Section 15 of this document for a discussion of the classification and treatment of confidential material. Contracts approved by the PCE Board must then be submitted to the CPUC for approval.⁴ Contracts shall only become effective on CPUC approval.

4. Submission Specifications

All offers must meet the following specifications in order to be considered for selection:

| | |
|----------|--|
| Resource | New solar photovoltaic (PV) or solar plus energy storage Renewable Portfolio Standard (RPS)-eligible, in-front-of-the-meter generating facility meeting the Project Eligibility requirements stated in Section 2 of this document. |
|----------|--|

⁴ [Resolution E-5124](#), p.34.

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|---|--|
| <p>Description of Facility and Capacity</p> | <p>DAC-GT Project bid options:</p> <ul style="list-style-type: none"> • A 3 MWac solar photovoltaic (PV) project (the "Generating Facility") or • A 3 MWac PV generating facility and co-located or hybrid 3MW/12MWh associated energy storage facility. PCE prefers a co-located PV and energy storage facility |
| <p>Price</p> | <p>For the solar PV portion of each offer, respondents must include a single, fixed price for each MWh of electric energy delivered from the proposed resource, priced at the generator Pnode. This energy price shall include the energy commodity and all Green Attributes/ Renewable Energy Credits related thereto.</p> <p>For the energy storage system portion of any offers, respondents must include a separate capacity price (\$/kW-month) where PCE is the sole offtaker of all energy storage attributes, including any Capacity Attributes (e.g., Resource Adequacy).</p> <p>All pricing options shall remain unchanged throughout the entire contract term and shall not be adjusted by periodic escalators or time of delivery multipliers/factors.</p> |
| <p>Product</p> | <p>The "Product" shall meet the Portfolio Content Category 1 specifications and shall include all of the following:</p> <ol style="list-style-type: none"> (1) PV Energy; (2) Discharging Energy; (3) Green Attributes - Portfolio Content Category 1: All renewable energy credits ("RECs") and any other environmental attributes associated with Facility Energy; (4) Capacity Attributes (If applicable): All current or future capacity rights, including resource adequacy benefits, if any, associated with the Facility. (5) Future Environmental Attributes; (6) Storage Product: (If applicable): All rights and products and attributes associated with the maximum dependable operating capability of the Storage Facility to be charged with, store, and discharge electric energy, including Ancillary Services. |

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| | |
|--|---|
| Delivery Point | Delivery Point means the Facility Pnode on the CAISO-Controlled Grid at the [] Substation. |
| Number of Offers | Bidders may submit multiple offers. |
| Term | Bidders must submit a conforming offer with a term of twenty (20) years. |
| Ownership | PCE expects the resource will be owned by the bidder or its designated 3 rd party. PCE may wish to explore the option of purchasing the project in the future and invites bidders to advise on any preferences or pricing in this regard. |
| Site Control | Participants should provide evidence that they have obtained, or have the option to obtain, all necessary rights to deploy the resource at the specified location or a clear pathway and timeline to site control to meet the proposed project schedule. Submittals with firm site control will receive a higher Project Viability score (see Evaluation Criteria below). |
| Interconnection | Bidder must substantiate what steps have been taken to validate interconnection viability with the relevant authority (CAISO or PG&E) and why it believes interconnection will be successful and on schedule. PCE reserves the right, at its discretion, to disqualify any submission that it believes shows insufficient evidence of interconnection viability. |
| Scheduling Coordinator | Designated Scheduling Coordinator to be determined during negotiations following shortlisting. |
| Expected Commercial Operation Date (COD) | Target COD by December 31, 2028. Projects with earlier start dates will be prioritized. |

| | |
|---|---|
| <p>Guaranteed Energy Production</p> | <p>Seller shall deliver to Buyer no less than the Guaranteed Energy Production in each Performance Measurement Period.</p> <p>The "Guaranteed Energy Production" means an amount of PV Energy, as measured in MWh, equal to eighty-five percent (85%) of the Expected Energy for each Contract Year (i.e., Performance Measurement Period).</p> <p>The "Performance Measurement Period" shall be each Contract Year during the Delivery Term.</p> |
| <p>Deliverability</p> | <p>Both "Energy Only" projects and projects with Full Capacity Deliverability Status (FCDS) are eligible for this RFO. Energy Only projects will not receive any value for providing Resource Adequacy benefits.</p> |
| <p>Seller Security Requirements</p> | <p>Seller shall post security as follows:</p> <ul style="list-style-type: none"> • Development Security – \$105/kW of Guaranteed PV Capacity & Guaranteed Storage Capacity • Performance Security – \$105/kW of Installed PV Capacity & Installed Storage Capacity |
| <p>Transfer of Environmental Attributes/Renewable Energy Certificates</p> | <p>As part of the proposed transaction associated with any renewable energy product, all Environmental Attributes/Renewable Energy Certificates must be tendered and transferred to PCE via the Western Renewable Energy Generation Information System (WREGIS), or its successor, without any additional costs or conditions to PCE.</p> |
| <p>Community Benefits Agreement, Environmental Stewardship, and Workforce</p> | <p>The project is subject to a Community Benefits Agreement, Environmental Stewardship provisions, and a Project Labor Agreement as outlined in the Data Form.</p> |

5. Evaluation Criteria

Submissions will be evaluated according to the quantitative and qualitative evaluation factors described below.

Quantitative Evaluation Criteria

All bids will be assessed based on all economic values included in the contract cost, including energy, environmental attributes, resource adequacy if applicable (net of curtailment and degradation), and contract term.

Qualitative Evaluation Criteria

Projects will also be assessed according to the qualitative criteria outlined below:

- Project viability and development risk:
 - Project status regarding interconnection, site control, and permits;
 - Financial stability of project owner/developer; and
 - Approach/discussion on project construction.
- Project team experience.
- Redline to Term Sheet: Material changes to the proposed terms that the bidder is requesting as a condition of the offer.
- Workforce, Community Benefits Agreement, and Environmental
 - Describe what benefits the project provides the community in which it is located. This can include a description of Community Benefits Plans and Community Benefits Agreements that have been negotiated and outreached to communities around the project site and incorporation of community feedback, workforce development benefits, and resiliency.
 - Project shall use union labor and establish a project labor agreement. See more details about PCE's Inclusive and Sustainable Workforce Development Policy [here](#).
 - Environmental Stewardship and multi-benefit renewable energy that provides additional societal, health, economic, water savings or environmental benefits beyond the climate and GHG reduction benefits of renewable energy.

Evaluation Scoring

Responses will be scored per the following criteria and point awards:

| Evaluation Criteria | Total Awardable Points |
|---|------------------------|
| Value (price, energy, attributes, capacity) | 50 |
| Project viability | 15 |
| Project team experience | 10 |
| Project is in a Disadvantaged Community census tract in San Mateo County or Merced County | 10 |
| Workforce: Project will use union labor and project labor agreement | 5 |
| Community Benefits Agreement | 5 |
| Environmental Stewardship | 5 |
| Total | 100 |

6. Submission Package

The following documents are required for each Project:

| | Submission Element | Reference Document (Available on RFO Website) |
|----|--|---|
| 01 | Data Form (Variants should be submitted in separate data forms) | Attachment 1 |
| 02 | Project Narrative | Attachment 2 |

Only electronic submittals will be accepted via e-mail sent to DAC-GT@peninsulacleanenergy.com with the header "DAC-GT Offer – [Bidder Name]" in the subject line.

1. Data Form

The Data Form is the primary source of data for evaluating submissions.

2. Project Narrative

Bidders must submit a brief narrative regarding the Project that will be used as a reference for specific project details that are not fully captured in the Data Form and for further assessment of proposals.

3. Term Sheet Redline

Shortlisted bidders may elect to submit a full redline of the term sheet which is available upon request. Peninsula Clean Energy will consider redlines but may or may not ultimately accept proposed changes. If changes to specific terms would positively impact pricing to Peninsula

Clean Energy, please note this in the term sheet redline including the magnitude of the impact.

7. Short-listed Bidder Required Documents

Within 2 weeks of short-list notification, the following items or documents must be submitted to Peninsula Clean Energy by the shortlisted bidders:

1. Financial Information; and
2. Demonstration of site control.

All required information should be sent to DAC-GT@peninsulacleanenergy.com. If the bidder requires a Non-Disclosure Agreement (NDA) in order to share that information, bidder will execute an NDA with PCE. More instructions will be shared upon shortlisting.

1. Bidder Financial Information

Based on availability, counterparties must submit a financial statement for the most recent financial quarter, as well as audited financial statements for the most recent two fiscal years, or the period of existence of the counterparty, if shorter.

2. Demonstration of Site Control

Bidder must provide evidence that it has secured, or has the clear option to secure, any required rights for developing the proposed Project at the proposed location.

8. Buyer Security

Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPAs that they may execute under this RFO. By submitting an offer through this RFO, bidder acknowledges and accepts that Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPA, and no such offer submitted will be subject to a requirement that Peninsula Clean Energy post collateral or security.

9. Protest

If an unsuccessful bidder wants to dispute an award or award recommendation, a protest must be submitted in writing to the Chief Executive Officer, Shawn Marshall, no later than ten (10) calendar days after notice that the bidder was unsuccessful. The protest must detail the grounds and factual basis for the protest and all supporting information must be provided. Protests will not be considered for disputes on the grounds that material provisions in this RFO are ambiguous. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

The address for submitting protests is:

Attention: Shawn Marshall, CEO
Peninsula Clean Energy Authority
2075 Woodside Road
Redwood City, CA 94061

Please submit electronic versions of any protest to Shawn Marshall at DAC-GT@peninsulacleanenergy.com

10. Bidder Representations

By submitting a bid, bidder agrees to be bound by the conditions of these RFO protocols, and makes the following representations, warranties, and covenants to Peninsula Clean Energy, which representations, warranties, and covenants will be deemed to be incorporated in their entirety into each of bidder's submittals and are deemed to be material to Peninsula Clean Energy's consideration of the proposals:

1. Bidder agrees that Peninsula Clean Energy is not liable to any bidder or party in law or equity for any reason whatsoever for any acts or omissions arising out of, or in conjunction with, this RFO and that bidder has no legal recourse against Peninsula Clean Energy, its directors, officers, employees, and agents for rejection of their submittal(s).
2. Bidder acknowledges that it has had the opportunity to seek independent legal and financial advice of its own choosing with respect to this RFO and agrees to be bound by the terms and specifications of this RFO and any addenda subsequently issued prior to the due date of the submittal.
3. Bidder has obtained all necessary authorizations, approvals, and waivers, if any, required by bidder to submit its bid pursuant to the terms of this RFO and to enter into a final agreement with Peninsula Clean Energy.
4. Bidder acknowledges that Peninsula Clean Energy reserves the right to enter into relationships with more than one bidder, can choose not to proceed with any bidder with respect to one or more identified projects, and can choose to suspend this RFO or issue a new RFO that would supersede and replace this RFO.
5. Bidder warrants that it has no employees in its employ who in any capacity have a position at Peninsula Clean Energy that enable them to influence the selection of a bidder or any competing RFO, nor does bidder have in its employ any of Peninsula Clean Energy Board members or employees who are the spouse or economic dependent of a Peninsula Clean Energy employee.
6. Bidder's submission complies with all applicable laws.
7. Bidder warrants that all information submitted to Peninsula Clean Energy in connection with this RFO is true and accurate as of the date of bidder's submission. Bidder also covenants that it will properly update any submitted information immediately upon any material change thereto.
8. Bidder acknowledges and accepts that Peninsula Clean Energy does not intend to provide collateral or performance security in connection with any PPA.
9. The submission of a proposal shall be deemed a representation and certification by the Bidder that it has investigated all aspects of the RFO, that it is aware of the applicable facts pertaining to the RFO process, its procedures, and requirements, and that it has read and

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understood the RFO.

11. Interpretation

Peninsula Clean Energy shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by Peninsula Clean Energy or its representatives.

Should there be a need to clarify this RFO or any of its attachments, including but not limited to the Term Sheet, requests for clarification may be sent via e-mail to DAC-GT@peninsulacleanenergy.com

Requests for clarification or questions received after the deadline provided in Section 3 will not be considered. If there are any discrepancies between the RFO and the Term Sheet, the Term Sheet will apply.

12. Code Adherence and Policies

RFO bidder shall agree to abide by all laws, rules, and regulations of the United States, State of California, San Mateo County, and Merced County.

13. Board Approval Process

An agreement shall not be binding or valid unless and until it is approved by the Peninsula Clean Energy Board of Directors and executed by an authorized representative of Peninsula Clean Energy and approved by the CPUC.

14. Insurance Requirements

The selected bidder, at bidder's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain insurance as required by Peninsula Clean Energy.

All policies, endorsements, certificates, and/or binders shall be subject to approval by PCE as to form and content. Insurance requirements are subject to amendment or waiver if so approved in writing. The selected bidder agrees to provide PENINSULA CLEAN ENERGY with a copy of said policies, certificates, and/or endorsements.

15. Public Nature of Proposal Material

All correspondence with Peninsula Clean Energy including responses to this solicitation will become the exclusive property of Peninsula Clean Energy and will become public records under the California Public Records Act (CPRA). All documents sent to Peninsula Clean Energy will be subject to disclosure if requested by a member of the public. There are a limited number of exceptions to this disclosure requirement.

Peninsula Clean Energy acknowledges that a party may submit information that the party

considers confidential, proprietary, or trade secret information or otherwise protected from disclosure pursuant to an exemption to the CPRA (Confidential Information). In order to designate information as confidential, the bidder must clearly stamp and identify the specific portion of the material designated with the word "Confidential" and provide a citation to the CPRA or other legal authority that supports keeping the information confidential. Upon request or demand of any third person or entity not a party to this Agreement (Requestor) for production, inspection and/or copying of information designated by bidder as confidential information, Peninsula Clean Energy will notify the bidder as soon as practical that such request has been made. The bidder shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent Peninsula Clean Energy's release of information to the Requestor. If the bidder takes no such action after receiving the foregoing notice from Peninsula Clean Energy, Peninsula Clean Energy shall be permitted to comply with the Requestor's demand and is not required to defend against it.

Bidder should not over-designate material as confidential. Over-designation would include stamping entire pages or a series of pages as confidential that contain information that is not confidential. Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exempted information required will be considered a public record in its entirety subject to the procedures described below. Do not mark your entire proposal as "Confidential".

Peninsula Clean Energy will not disclose any part of any proposal before it announces a recommendation for an award on the ground that there is a substantial public interest in not disclosing proposals during the evaluation and negotiation process. After announcing a recommended award, all proposals will be subject to public disclosure as described above.

16. Disclaimer

Peninsula Clean Energy reserves the sole and discretionary right to reject any offers received in response to this RFO for any reason. Additionally, Peninsula Clean Energy reserves the right, at its sole discretion, to not enter into any transaction at the conclusion of this RFO. Peninsula Clean Energy shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal. Peninsula Clean Energy reserves the right to modify the terms and conditions of this RFO at any time based on changing needs and market feedback. Peninsula Clean Energy also reserves the right to rescind this RFO at any time prior to Peninsula Clean Energy execution of a binding agreement. Notwithstanding anything to the contrary, no proposal, bid, offer, or proposed transaction (however described) shall be binding upon Peninsula Clean Energy except pursuant to a written agreement signed by the authorized representative of Peninsula Clean Energy and the counterparty. Peninsula Clean Energy will not be liable at any time for any costs the prospective supplier may incur in preparing or submitting its response to this RFO.